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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

CASE NO. 2:15-CV-00688-JCM-NJK

The Prudential Insurance Company of America  
and Pruco Life Insurance Company,

Plaintiffs,

vs.

Michael R. Manuele, as Successor Trustee of  
the William R. Bishop Living Trust Dated  
December 21, 2010; Paul Bishop, as Co-Special  
Administrator of the Estate of William R.  
Bishop; Ben Bishop, as Co-Special  
Administrator of the Estate of William R.  
Bishop; ALCAC/ St. Jude  
Children's Research Hospital, Inc.; United  
States Fund For UNICEF, Inc.; Father  
Flanagan's Boys' Home, Inc.; and Ronald  
McDonald House Charities Of Greater Las  
Vegas, Inc.,

Defendants.

ST. JUDE CHILDREN'S RESEARCH  
HOSPITAL, INC.; FATHER FLANAGAN'S  
BOYS' HOME, INC.,

Cross-Claimant,

vs.

MICHAEL R. MANUELE, AS SUCCESSOR  
TRUSTEE OF THE WILLIAM R. BISHOP  
LIVING TRUST DATED DECEMBER 21,  
2010; PAUL BISHOP, INDIVIDUALLY  
AND AS CO-SPECIAL ADMINISTRATOR  
OF THE ESTATE OF WILLIAM R. BISHOP;  
BEN BISHOP, INDIVIDUALLY AND AS  
CO-SPECIAL ADMINISTRATOR OF THE  
ESTATE OF WILLIAM R. BISHOP

Cross-Defendant.

PAUL BISHOP and BENJAMIN BISHOP,

Counter-Claimant,

vs.

THE PRUDENTIAL INSURANCE

3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5996

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ROTHGERBER CHRISTIE

COMPANY OF AMERICA AND PRUCO  
LIFE INSURANCE COMPANY,

Counter-Defendant.

PAUL BISHOP and BENJAMIN BISHOP,

Cross-Claimant,

vs.

ALCAC/ ST. JUDE CHILDREN'S  
RESEARCH HOSPITAL, INC,

Cross-Defendant.

RONALD MCDONALD HOUSE CHARITIES  
OF GREATER LAS VEGAS, INC.,

Cross-Claimant,

.

MICHAEL R. MANUELE, AS SUCCESSOR  
TRUSTEE OF THE WILLIAM R. BISHOP  
LIVING TRUST DATED DECEMBER 21,  
2010; PAUL BISHOP, AS CO-SPECIAL  
ADMINISTRATOR OF THE ESTATE OF  
WILLIAM R. BISHOP; AND BEN BISHOP,  
AS CO-SPECIAL ADMINISTRATOR OF  
THE ESTATE OF WILLIAM R. BISHOP,

Cross-Defendants.

### **STIPULATION OF CONFIDENTIALITY**

**WHEREAS**, Plaintiffs The Prudential Insurance Company of America ("PICA") and Pruco Life Insurance Company ("Pruco") (together, "Prudential") ) and the remaining Defendants Paul Bishop, Ben Bishop, ALCAC/St. Jude Children's Research Hospital, Inc., United States Fund for UNICEF, Inc., Father Flanagan's Boys' Town, Inc., and Ronald McDonald House Charities of Greater Las Vegas, Inc. (together, "Defendants") (each a "Party" and collectively the "Parties") are presently engaged in discovery; and

**WHEREAS**, the Parties consider some of the information being sought in discovery or contained in documents being sought in discovery to be of a proprietary and/or confidential nature; and

1           **WHEREAS**, the Parties have agreed to the entry of this Stipulation and Order to permit  
2 the Parties to discover information deemed “Confidential Information” pursuant to procedures  
3 protecting the confidentiality of such information;

4           **IT IS HEREBY STIPULATED AND AGREED**, as follows:

5           1.       “Confidential Information,” as used herein, means any type or classification of  
6 information produced by a Party (or derived from Confidential Information produced by a Party),  
7 designated as confidential by such Party, including, but not limited to, personnel information,  
8 security information, trade secrets, proprietary information, and/or financial information marked in  
9 accordance with paragraph (2) below.

10          2.       Confidential Information shall be used only for purposes of this litigation (not in or  
11 for any other administrative, judicial, legislative, or other proceeding) and for no other purpose  
12 whatsoever, and shall not be disclosed, given, shown, discussed, disseminated, divulged or  
13 otherwise communicated to any person except as provided herein.

14          3.       The designation of “Confidential Information” may be made by marking the first  
15 page of a document wherein such Confidential Information is contained (or, if the entire document  
16 is not designated as “Confidential Information”, indicating the portion(s) thereof that are  
17 designated as “Confidential Information”) by a suitable marking, indicating the confidentiality of  
18 the information; or by letter of counsel for a Party.

19          4.       “Qualified Person” as used herein means (a) any individual Party; (b) employees,  
20 officers or other personnel of the Parties actually engaged in assisting in the preparation of this  
21 action for trial or other proceeding herein and who have been advised of their obligations  
22 hereunder; (c) members, attorneys, employees, or independent contractors of counsel for the  
23 Parties to this action; (d) any expert witnesses consulted and/or retained by a Party for the purpose  
24 of assisting in the prosecution or defense of this action; (e) an officer before whom a deposition is  
25 taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of  
26 such officer, if furnished, shown or disclosed in accordance with paragraph 5 and 6; (f) trial and  
27 deposition witnesses, if furnished, shown or disclosed in accordance with paragraph 5 and 6; and  
28 (g) any other person agreed to by the Parties.

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1           5.       The Parties shall provide a copy of this Stipulation to each Qualified Person, other  
2 than individual Parties and counsel of record for any Party, who shall read it and sign his or her  
3 name at the foot thereof following the words, "I have read, and agree to be bound by, the  
4 provisions of this Stipulation and Order." All copies so endorsed shall be retained by counsel for  
5 each Party and forwarded to counsel for all other Parties within five (5) days of execution. Each  
6 Qualified Person, by signing a copy of this Stipulation and Order, agrees to abide by its terms.

7           6.       Confidential Information shall be disclosed by a Party and their counsel only to  
8 Qualified Persons who have read and have agreed to be bound by this Stipulation, in accordance  
9 with paragraph 5, and then only to the extent the other Parties and their counsel in good faith  
10 believe such disclosure is reasonably necessary to the prosecution or defense of this litigation.

11           7.       Each Qualified Person will maintain Confidential Information in confidence and  
12 will not reveal any confidential information to any person who is not a Qualified Person without  
13 the prior written consent of counsel for the other Parties or an Order of the Court authorizing such  
14 disclosure.

15           8.       In the event a Party disagrees with any designation of Confidential Information by  
16 another Party pursuant to paragraph 1 or considers it necessary to disclose Confidential  
17 Information to a person who is not a Qualified Person, counsel for that Party shall notify, in  
18 writing, counsel for the other Parties within 3 days of the intent to disclose before disclosure is  
19 effected. The Parties shall confer and attempt to resolve the matter informally. If they are unable  
20 to do so, an application may be made to the Court by the Party seeking to make such disclosure for  
21 a determination as to whether particular documents or other information should be treated as  
22 Confidential Information subject to this Stipulation and Order, or whether the disclosure of the  
23 information shall be permitted. The information in question shall be treated as "Confidential  
24 Information," subject to the terms of this Stipulation and Order, until the dispute is resolved (either  
25 by agreement of counsel for the Parties or by an Order of the Court).

26           9.       Notwithstanding the terms of paragraphs 4 through 6, counsel for a Party may, in  
27 the course of deposing a person who is not a Qualified Person, show the witness Confidential  
28 Information and examine the witness concerning such information, provided that (a) the witness is

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1 informed that the information is confidential and is instructed that, pursuant to Court Order, such  
2 confidentiality must be maintained, (b) no persons are present during those portions of the  
3 examination concerning Confidential Information except the witness, Qualified Persons, counsel  
4 for the Parties and a court reporter, and (c) the deposition taken is thereafter considered  
5 Confidential Information.

6 10. At any deposition, a Party may, on the record of the deposition or by written notice  
7 to counsel for the other Parties within twenty (20) days following receipt of the deposition  
8 transcript, designate portions of the testimony as Confidential Information (as defined in  
9 paragraph 1). Prior to the expiration of said twenty (20) day period, the transcript and information  
10 contained therein shall be disclosed only to Qualified Persons. All copies of deposition transcripts  
11 containing portions designated as confidential shall be marked "Confidential" on the cover  
12 thereof.

13 11. Confidential Information disclosed to the Parties may be copied only to the extent  
14 necessary to permit its use in accordance with the terms of this Stipulation and Order. At the  
15 conclusion of this lawsuit (including appeals, if any), all Confidential Information, and all  
16 documents containing Confidential Information, in the possession of any Qualified Person or any  
17 other person who has received such documents pursuant to this Stipulation and Order, shall be  
18 returned to counsel for the Party that produced such documents, together with all copies, extracts  
19 and summaries thereof. If a document that contains Confidential Information also contains  
20 attorney work product, the Qualified Person may, in lieu of returning the Confidential  
21 Information, , destroy such Confidential Information, including all copies, extracts and summaries  
22 thereof.

23 12. The disclosure by a Party of a document or information to a Qualified Person  
24 without designating it as "Confidential Information" shall not constitute a waiver of the rights of  
25 that Party to designate such document or information as Confidential Information and, if so  
26 designated, the document or information shall thenceforth be treated as Confidential Information  
27 subject to all the terms of this Stipulation and Order.  
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**DENIED.**

See order issued  
concurrently herewith.

~~All information subject to confidential treatment in accordance with the terms of  
and Order that is filed with the Court, and any pleadings, motions, or other papers  
Court disclosing any Confidential Information, shall be filed under seal and kept  
under seal until further Order of the Court.~~

14. This Stipulation and Order may be amended by a stipulation submitted to and so  
ordered by the Court or, if the Parties are unable to agree, by the Court on the application of a  
Party.

15. This Stipulation and Order shall be binding on all Qualified Persons and all other  
persons having knowledge of its terms. It is enforceable by any sanctions deemed appropriate by  
the Court.

16. The terms of this Stipulation and Order shall survive and remain in full force and  
effect during discovery, outside the courtroom during trial, during any appeal, and after the  
termination of this action. The terms of this Stipulation and Order shall also apply to the trial of  
this action, unless the Court, upon notice to all Parties, orders otherwise, or unless the Parties, with  
the approval of the Court, so stipulate otherwise. Furthermore, the Parties and the Court shall  
address the issue of the confidentiality of Confidential Information at trial in the pre-trial order.

RESPECTFULLY SUBMITTED this \_\_\_ day of \_\_\_\_\_, 2016.

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Except with respect to Paragraph 13, which is hereby DENIED, the  
stipulation is otherwise GRANTED.

**IT IS SO ORDERED** February 29                      , 2016

  
\_\_\_\_\_  
United States Magistrate Judge

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